

## CONTRACT



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRAncesCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
06/03/2021 10:28AM  
380845- MO

Deputy Clerk

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THIS AGREEMENT, made this 3<sup>rd</sup> day of May, 2021, by and between St John the Baptist Parish, herein called "Owner," acting herein through its Parish President, Jaclyn Hotard, and Foret Contracting Group, LLC, a corporation of Thibodaux, Parish of Lafourche, and State of Louisiana, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

### **Parish Generators – Phase II (Big Belle Terre, Capt. Bourgeois, & Ned Duhe)**

This WORK includes furnishing all labor, materials, and equipment for the installation of diesel engine generators, Automatic Transfer Switches (ATS) and associated electrical, foundations/platforms, and supports.

Hereinafter called the project, for the sum of four hundred fourteen thousand two hundred fourteen Dollars and thirty three Cents (\$ 414,214.33 ) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General conditions and Supplemental General Conditions and Special Conditions, Final Plans, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by G.E.C, Inc., herein entitled the Architect/ Engineer, and as enumerated in the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 180 consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:



(Witness)

(Seal)

Jacklyn McLean  
(Owner)  
By Jackie Lundeck  
(Secretary)  
Council Secretary  
(Title)

FORET CONTRACTING GROUP, L.L.C.  
(Contractor)

By Bent A. Foret BENTON A. FORET  
(Secretary)

(Witness)

MANAGER, MEMBER  
(Title)

PO BOX 70 THIBODAUX, LA 70302  
(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.



## **GENERAL CONDITIONS**

### **ARTICLE 1 - Definitions**

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized herein and as may be further itemized in the Supplementary Conditions. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement shall be part of the Contract Documents.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.



Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements - refers to these General Conditions. The terms "General Requirements" and "General Conditions" are synonymous.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.



Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER - St. John the Baptist Parish Government (SJBPG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.



Supplementary Conditions - Section following General Conditions which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.



## ARTICLE 2 - Preliminary Matters

**2.1 DELIVERY OF BONDS:** When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

**2.2 COPIES OF DOCUMENTS:** OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

**2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:** A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.

**2.4 STARTING THE PROJECT:** CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.

**2.5 BEFORE STARTING CONSTRUCTION:** Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers' representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

**2.6 SCHEDULE SUBMITTALS:** Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.

2.6.2 A preliminary schedule of Shop Drawing submissions.

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions,



and sub-divisions, of the Technical Specifications.

**2.7 INSURANCE CERTIFICATES:** Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

**2.8 PRE-CONSTRUCTION CONFERENCE:** Within twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**2.9 FINALIZING SCHEDULES:** At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

### **ARTICLE 3 - Contract Documents; Intent, Amending, Re-use**

**3.1 INTENT:** The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

**3.2 FUNCTIONALLY COMPLETE PROJECT:** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents



or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

**3.3 CONFLICT IN CONTRACT DOCUMENTS:** If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

**3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

**3.5 WORK DIRECTIVE CHANGE:** In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

**3.6 RE-USE OF DOCUMENTS:** Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.



### **3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:**

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

## **ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points**

### **4.1 AVAILABILITY OF LANDS:**

4.1.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, right-of-way, or easements entitles CONTRACTOR to an extension of the Contract Time, but without an increase in cost due to the extension, CONTRACTOR may make a claim therefore as provided in Article 12.

4.1.2 Any land and access thereto not furnished by OWNER that CONTRACTOR deems necessary for the Contract work, for temporary construction facilities, access and egress, or for storage of materials shall be provided by CONTRACTOR at no cost to OWNER. CONTRACTOR shall confine its apparatus and storage to such additional areas as may be provided at its expense. CONTRACTOR shall obtain permits and written approvals from the appropriate jurisdictional agency and property owner(s) for use of premises not furnished by OWNER as described above, and of all off-site areas which include off-site borrow pits, waste and disposal areas, such permits and approvals must specify treatment of said areas during and at the completion of construction. Copies of all permits and approvals shall be filed with the ENGINEER before utilization of the areas.

### **4.2 PHYSICAL CONDITIONS-INVESTIGATIONS AND REPORTS:**



4.2.1 Explorations and Reports: Reference is made to the Instructions to Bidders, for identification of those reports of investigations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the drawings for identification of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraph 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, or not in conformity with soil reports and surveys.

CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the contract documents. ENGINEER will promptly review those conditions and advise CONTRACTOR in writing if further investigation or tests are necessary. Promptly thereafter, ENGINEER shall obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions, provided OWNER has not exercised its right to terminate under Paragraph 15.4.

4.2.4 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowable to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in the Contract, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays; b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float time in other



portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

#### **4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

4.3.1 Shown, Indicated or Located: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these General Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility a) for reviewing and checking all such information and data, b) for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., shown or indicated in the contract documents as to depth and alignment in advance of laying, c) for coordination of the work with the owner of such existing underground facilities during construction, d) for the safety and protection thereof, and for repairing any damage done thereto resulting from the work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in CONTRACTOR'S schedule for the performance of the Work within the prescribed time.

4.3.1.3 CONTRACTOR shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance of construction to permit change in line and grade of the existing Underground Facility or the proposed work if the location of the existing Underground Facility should interfere with the proposed Work.

4.3.1.4 Where it is necessary to install pipelines proposed under the Work close to or between other existing pipelines for short distances, CONTRACTOR shall shore, block, and protect the other lines to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipelines.

4.3.1.5 Whenever existing Underground Facilities are encountered which obstruct the line or grade of a proposed part of the work, CONTRACTOR shall promptly notify OWNER and ENGINEER in writing about the inaccuracy or difference. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the situation, and the Contract Documents will be amended or supplemented to the extent necessary. In each such a case, a Change Order (or Work Directive Change) will be issued in accordance with the Federal Contract Provisions, as amended, and/or Article 10 to reflect and document the consequences of the inaccuracy or difference, and an increase or decrease in the Contract Price will be allowed only to the extent that it is solely attributable to any such inaccuracy or difference.

4.3.1.6 In each such case, an extension in Contract Time, but without any increase in costs due to the extension, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected,



whether or not changed by the Change Order or Work Directive Change, exceed the time allowance set forth in paragraph 4.3.1.7 plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of delays.

4.3.1.7 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.1.5, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.1.5 and 4.3.1.6 in connection with a Report of obstructing existing Underground Facilities Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

4.3.1.8 Access to various municipal structures shall not be obstructed by CONTRACTOR to prohibit use of hydrants, valves, manholes, fire alarms, etc. CONTRACTOR is to make no connections to existing water mains or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first given twenty-four (24) hours notice to the owners of such municipal structures and securing their approval of the proposed action.

4.3.2 Not Shown, Indicated or Located: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which was not located by a notified utility owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 6.20), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.18.

4.3.2.1 Possible Document Change: If ENGINEER concludes that because of the newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued in accordance with Article 10 to reflect and document the consequences of the inaccuracy or difference, and provided that Owner has not exercised his right to terminate under paragraph 15.4.

4.3.2.2 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowed to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in paragraph 4.3.2.3, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays. b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease



in Contract Time will not result in a disproportionate reduction in float in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3.2.3 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.2, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.2.2 in connection with a Report of an existing Underground Facility Not Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

**4.4 REFERENCE POINTS:** CONTRACTOR shall provide engineering surveys to establish reference points for construction which in CONTRACTOR'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - Bonds and Insurance**

### **5.0 ST. JOHN THE BAPTIST PARISH GOVERNMENT, DEFINED.**

For the purposes of this Article, the terms "St. John the Baptist Parish Government," "SJBGP," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the St. John the Baptist Parish Government (a political subdivision of the State of Louisiana); the St. John the Baptist Parish Council (the governing body of St. John the Baptist Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

### **5.1 PERFORMANCE AND OTHER BONDS**

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.



Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

## **5.2 INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the St. John the Baptist Parish Government. The CONTRACTOR shall investigate, adjust,



settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

### **5.3 POLICIES AND CERTIFICATES**

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

- 5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against the Owner
- 5.3.2 The OWNER shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.
- 5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.
- 5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

### **5.4 INSURANCE**

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

- 5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS (*AIA Document A 201, 1987 Edition*) is to be provided by the Contractor with the following minimum limits:

- 5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be \$1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. The OWNER and the Contractor mutually agree that it is their



intention to recognize the OWNER as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

#### COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To \$1,000,000	Projects Over \$1,000,000
<b>NEW BUILDING:</b>		
Each Occurrence/Minimum Limit of	\$ 500,000	\$1,000,000
Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000
<b>RENOVATION:</b>		
Each Occurrence/Minimum Limit of	\$ 500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)



Aggregate (Applicable  
to this Contract ONLY)

\$500,000\*\*\*

\$1,000,000\*\*\*

(Depends on Bldg. Value)(Depends on Bldg. Value)

\*\*\*While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial completion of Work.

5.4.1.3 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;
2. Owned automobiles;
3. Hired automobiles;
4. Non-owned automobiles.

5.4.1.4 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.5 All property losses shall be made payable to and adjusted with OWNER.

5.4.1.6 All policies of insurance shall be approved by contracting OWNER prior to the inception of any work.

5.4.1.7 Other insurance required is as follows:

5.4.1.7.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER and the Architect or ENGINEER as Named Insured.

	Project Up To	Project Over
	<u>\$1,000,000</u>	<u>\$1,000,000</u>
CSL - Each Occurrence	\$ 500,000	\$1,000,000
General Aggregate	\$1,000,000	\$2,000,000



Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to the OWNER, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.7.2 Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.8 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

## **5.5 INFORMATION TO BIDDERS**

**RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR.** Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.1 The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage



for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contract, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 Contractors Pollution coverage with minimum limits of \$1,000,000.00 naming OWNER as an Additional Insured due to the nature of work being performed.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or



damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

## 5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

### 5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### 5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be \$1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of the OWNER either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

#### 5.6.4.1 General Liability and Automobile Liability Coverages

a) OWNER is to be added as "additional insured" as respects liability arising out of



activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

- b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.
- c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

## 5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.



## 5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.2, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

## ARTICLE 6 - Contractor's Responsibilities

**6.1 SUPERVISION:** CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### 6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

**6.3 WORK HOURS:** CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.3.1 Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, or December 25th through January 1st of each year, without OWNER'S written consent given after prior written notice to ENGINEER.



6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, resident project representatives, administrative expenses and other related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

**6.4 MATERIALS, EQUIPMENT AND LABOR:** CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

**6.5 MATERIALS AND EQUIPMENT:**

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such



instructions will be effective to assign to ENGINEER, or any of engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

*6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.*

*6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of- pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.*

**6.6 ADJUSTING PROGRESS SCHEDULE:** CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

**6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.7.1 CONTRACTOR is to furnish only material and equipment named or specified in the Contract Documents except where the Contract specifically allows for substitutions after the Contract award. Provisions to submit proposals for substitute and "Or Equal" materials and equipment before Bid opening are included in the Instructions to Bidders.



6.7.2 If an item of material or equipment named or specified in the Contract Documents is unavailable after Contract award, CONTRACTOR shall provide prompt written notice to the ENGINEER, and with such notice propose a substitute item with sufficient data to allow ENGINEER's review to determine if the proposed substitute has the essential characteristics of the item named or specified and desired. Any such request for substitution shall be made in sufficient time (including time for ENGINEER's review of the request, OWNER's issuance of a Change Order or Work Directive Change, shop drawing submittal and review, fabrication and delivery of the item, etc.) in advance of the scheduled time for installation of the item to avoid delay to the work. Any cost savings resulting from such substitution shall be credited to the OWNER in a Change Order. Any increased costs resulting from the substitution shall be borne by the CONTRACTOR and the unavailability of the item shall not entitle the CONTRACTOR to an extension of Contract time, unless CONTRACTOR can establish that due to no fault of CONTRACTOR, CONTRACTOR's subcontractors or Suppliers, it was not possible to determine availability of the item before the Contract was awarded.

6.7.3 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER.

6.7.4 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

#### **6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

#### **6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:**



6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.2 and 5.5.2.1.

**6.10 PATENT FEES AND ROYALTIES:** CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and any one directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**6.11 PERMITS:** Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which



are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

#### **6.12 LAWS AND REGULATIONS:**

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

**6.13 TAXES:** CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

**6.14 USE OF PREMISES:** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

**6.15 CLEANING PREMISES:** During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

**6.16 LOADING STRUCTURES:** CONTRACTOR shall not load nor permit any part of any structure to be



loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**6.17 RECORD DOCUMENTS:** CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

**6.18 SAFETY AND PROTECTION:** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).



**6.19 SAFETY REPRESENTATIVE:** CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

**6.20 EMERGENCIES:** In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

**6.21 SHOP DRAWINGS:** After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

**6.22 SAMPLES:** CONTRACTOR shall also submit to ENGINEER for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

**6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:**

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and acceptance of each such variation.

**6.24 ENGINEER'S REVIEW OF SHOP DRAWINGS AND SAMPLES:**

6.24.1 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident



thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**6.25 CONTINUING THE WORK:** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**6.26 INDEMNIFICATION:**

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of



action except those arising out of the.... sole .....negligence of the OWNER, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

**6.27 PROJECT MEETINGS:** CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

**6.28** CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

**6.29 QUALITY CONTROL:**

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.



6.29.4 The quality control person shall, in the presence of the OWNER'S or ENGINEER'S Project Representative, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.

6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "A". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

## **ARTICLE 7 - Other Work**

**7.1 RELATED WORK AT SITE:** OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

**7.2 ACCESS TO THE SITE:** CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

**7.3 ACCEPTANCE OF THE WORK OF OTHERS:** If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.



#### 7.4 COORDINATION:

7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

7.4.2 If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.

7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

#### 7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.0, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party, OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.



**7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS:** If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

## **ARTICLE 8 - Owner's Responsibilities**

**8.1** Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

**8.2** In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

**8.3** OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

**8.4** OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

**8.5** OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.

**8.6** OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

**8.7** In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.



## **ARTICLE 9 - Engineer's Status during Construction**

**9.1 OWNER'S REPRESENTATIVE:** The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

**9.2 VISITS TO SITE:** In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**9.3 PROJECT REPRESENTATION:** OWNER may furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work.

**9.4 CLARIFICATIONS AND INTERPRETATIONS:** ENGINEER will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

### **9.5 AUTHORIZED VARIATIONS IN WORK:**

9.5.1 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

**9.6 REJECTING DEFECTIVE WORK:** ENGINEER, based on its observations, reports of resident engineer(s) and/or reports of Resident Project Representative(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work, CONTRACTOR shall



take immediate action to correct same.

**9.7 SHOP DRAWINGS:** In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

**9.8 CHANGE ORDERS:** In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

**9.9 PAYMENTS:** In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

**9.10 DETERMINATIONS FOR UNIT PRICES:** ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR. Engineer will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER written notice of intention to appeal the ENGINEER's decision.

**9.11 DECISIONS ON DISPUTES:** ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

**9.12** When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

**9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13.1 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.



9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.

9.13.3 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

## **ARTICLE 10 - Changes in the Work**

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**10.1 CHANGE ORDERS:** Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

**10.2 CHANGE ORDER CLAIM:** If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

**10.3** CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an



emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

**10.4** OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

**10.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

**10.6 WRITTEN PROPOSALS:** At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in contract time.

**10.7 FIELD ORDER:** ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved



shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

**10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER:** The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

**10.9** If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ENGINEER or OWNER.

## **ARTICLE 11 - Change of Contract Price**

**11.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

**11.2** The Contract Price may only be changed by a Change Order CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contract Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

**11.3** The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:



11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.2 UNIT PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by unit prices included in the Proposal Documents, Schedule of Contract Items and Unit Price, and the actual quantities required differ from that shown on the Proposal Documents, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

11.3.3 NEGOTIATED UNIT PRICES: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with this Article 11.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER. Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field



services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of \$1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in St. John the Baptist Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within St. John the Baptist Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or



not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within St. John the Baptist Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than \$1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.

11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof,



CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

**11.5** The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.4.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.



**11.6 CONTRACTOR'S FEE:** The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;

11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's Subcontractor's fee shall not exceed 15%.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

**11.7** Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### UNIT PRICE WORK:

#### **11.8 RESERVED**

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.



11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3 Unit Prices contained in the initial Contract shall not be changed under any circumstances. (Reference Louisiana Public Bid Law).

11.9.4 If CONTRACTOR believes a variation from estimated quantities of Unit Price Work is such as to require an increase in the Contract Time, CONTRACTOR shall within seven days of knowledge of the variation in quantities, submit a written Notice of a Proposed Change to ENGINEER, and proceed to substantiate his claim within fifteen days of the delivery of the notice with the analysis and documentation required in this Section of the General Requirements.

## **ARTICLE 12: Change of Contract Time**

**12.1** The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

**12.2** The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

**12.3** If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.



## **12.4 COMPENSABLE DELAY:**

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

## **ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work**

**13.1 WARRANTY AND GUARANTEE:** CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial



Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions).

**13.2 ACCESS TO WORK:** ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.3 NOTICE OF TESTS AND INSPECTIONS:** CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

**13.4 TESTS AND INSPECTIONS:** If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval to CONTRACTOR'S purchase thereof for incorporation in the work.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory. The CONTRACTOR shall propose a private testing laboratory in writing to the ENGINEER, together with a copy of the instruction provisions of his proposed sub-agreement, so that the ENGINEER may determine the proper instructions are included in compliance with the specification. Upon approval by the ENGINEER, the CONTRACTOR shall cooperate the with testing laboratory by furnishing material for testing, space for storage and transportation of the samples as necessary. Compensation for testing and certification shall be included within price bid for associated items of work. No separated measurement or additional compensation shall be allowed.

13.4.2 The Testing Laboratory shall submit to the ENGINEER three (3) typed copies and to the CONTRACTOR one (1) typed copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until cost of required test data and certifications are submitted and subsequently approved.

13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall address a letter to the OWNER in which the laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.



13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ENGINEER reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.

13.5 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

13.8 UNCOVERING WORK: If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 PAYMENT FOR UNCOVERING WORK: If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.10 OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties,



occasioned directly or indirectly by the stop work order.

**13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK:** If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

**13.12 ONE YEAR CORRECTION PERIOD:** If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or imposed by applicable State laws.

**13.13 ACCEPTANCE OF DEFECTIVE WORK:** If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.



**13.14 OWNER MAY CORRECT DEFECTIVE WORK:** If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

#### **ARTICLE 14 - Payments to Contractor and Completion**

**14.1 SCHEDULE OF VALUES:** The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

**14.2 APPLICATION FOR PROGRESS PAYMENT:** At least fifty-five days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as



stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

**14.3 CONTRACTOR'S WARRANTY OF TITLE:** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

**14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:** ENGINEER will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application. Forty-five (45) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

**14.5** ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

**14.6** ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

**14.7** ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,



14.7.2 the Contract Price has been reduced by Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ENGINEER) stating the reasons for such action.

**14.8 SUBSTANTIAL COMPLETION:** When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

**14.9 EXCLUSION OF CONTRACTOR FROM SITE:** OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**14.10 PARTIAL UTILIZATION:** Use by OWNER of any finished part of the Work, which has specifically



been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

**14.11 LIEN PERIOD:** Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.



**14.12 FINAL INSPECTION:** Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**14.13 FINAL APPLICATION FOR PAYMENT:** After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement, as well to final payment under the Unit Price Agreement.*

**14.14 FINAL PAYMENT AND ACCEPTANCE:** If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the Final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final



payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

**14.15** If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**14.16 CONTRACTOR'S CONTINUING OBLIGATION:** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

**14.17 WAIVER OF CLAIMS:** The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## **ARTICLE 15 - Suspension of Work and Termination**

**15.1 OWNER MAY SUSPEND WORK:** OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or suspends



CONTRACTOR'S services under paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

**15.2 OWNER MAY TERMINATE:** OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one or more of the following events:

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.



**15.3** Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

**15.4 TERMINATION FOR CONVENIENCE:** Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

**15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:** If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

## **ARTICLE 16 - Dispute Resolution**

**16.1** Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of St. John the Baptist, State of Louisiana.



**16.2** Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

**16.2.1** OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

**16.2.2** Arbitration shall be conducted in St. John the Baptist Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

**16.3** Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of St. John the Baptist under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

**16.4** A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

**16.5** All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

**16.6** In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon an neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

**16.7** In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.

**16.8** The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

**16.9** Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

**16.10** In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 40nd Judicial District Court in and for the Parish of St. John the Baptist, State of Louisiana.

**16.11** In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be



entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

## **ARTICLE 17 - Miscellaneous**

**17.1 GIVING NOTICE:** Whenever any provisions of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **17.2 COMPUTATION OF TIME:**

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS):** Contractor shall make every effort to use local labor to the fullest extent possible.

**17.4 GENERAL:** Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**17.5 DUTIES AND OBLIGATIONS:** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.



## **ATTACHMENT: FEDERAL CONTRACT CLAUSES**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency



and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses



to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



## **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## **CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

## **FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by St John the Baptist Parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C



and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to St John the Baptist Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:



- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to



prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

TO: St. John the Baptist Parish Council  
1801 West Airline Highway  
LaPlace, LA 70068

BID FOR: Parish Generators - Phase II  
Big Belle Terre, Capt. Bourgeois, Ned Duhe  
Project No. FEMA-1792-DR-LA

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Gulf Engineers and Consultants, Inc. (G.E.C., INC.) and dated: February 2021.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1 & 2.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

FOUR HUNDRED FOURTEEN THOUSAND TWO HUNDRED FORTY <sup>33/100</sup> Dollars (\$ 414,214.33).

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ \_\_\_\_\_ N/A)

**NAME OF BIDDER:** FORET CONTRACTING GROUP, L.L.C.

**ADDRESS OF BIDDER:** P.O. BOX 70  
THIBODAUX, LA 70302

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 44882

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** BENTON A. FORET

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** MEMBER

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:**

Benton A. Foret

**DATE:**

3/18/2021

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.



**SECTION C**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

TO: St. John the Baptist Parish Council  
1801 West Airline Highway  
Lafayette, LA 70068

BID FOR: Parish Generators  
Big Belle Terre, Capt. Bourgeois, Ned Duhe  
Project No. FEMA-1792-DR-LA

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
<b>Mobilization</b>				
1	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	34,606.36	34,606.36
<b>Big Belle Terre Lift Station (Generator and Automatic Transfer Switch)</b>				
2	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	66,536.41	66,536.41
<b>Big Belle Terre Lift Station (Electrical Installation)</b>				
3	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	46,591.75	46,591.75
<b>Big Belle Terre Lift Station (Foundation at Grade)</b>				
4	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	42,868.76	42,868.76
<b>Captain Bourgeois Lift Station (Generator and Automatic Transfer Switch)</b>				
5	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	47,361.77	47,361.77
<b>Captain Bourgeois Lift Station (Electrical Installation)</b>				
6	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	29,152.38	29,152.38
<b>Captain Bourgeois Lift Station (Foundation at Grade)</b>				
7	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	L.S.	27,432.21	27,432.21

CONTINUED ON NEXT PAGE



DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	Ned Duble Lift Station (Generator and Automatic Transfer Switch)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	1	L.S.	65,441.02	65,441.02
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # 1	Ned Duble Lift Station (Electrical Installation)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	1	L.S.	28,328.13	28,328.13
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # 2	Ned Duble Lift Station (Foundation at Grade)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1	L.S.	25,895.54	25,895.54



## E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, BENTON A. FORET, the owner/authorized representative of

FORET CONTRACTING GROUP LLC

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Benton A. Foret  
Signature of Authorized Signatory

3/20/2013  
Date E-Verify ID Assigned

BENTON A. FORET  
Printed Name of Signatory

653996  
E-Verify ID

MANAGER / MEMBER  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF March 23, 2013

Eugene N. Roth  
Notary Signature

Printed Notary Name: Eugene N. Roth  
Notary/Bar Roll Number: Notary #008409

My Commission is For/Expires: lifetime commission



# NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF LOUISIANA

PARISH/COUNTY OF LAFOURCHE

Before me, the undersigned authority, came and appeared,

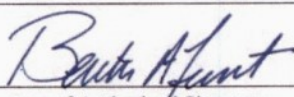
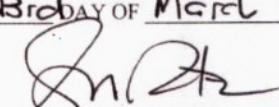
I, BENTON A. FORET, the owner/authorized representative of

FORET CONTRACTING GROUP LLC  
Company/Individual/Legal Entity Name

who, being first duly sworn, depose and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor. The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

 Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS <u>23rd</u> DAY OF <u>March</u> 2021 <u>2012</u>
<u>BENTON A. FORET</u> Printed Name of Signatory	 Notary Signature
<u>MANAGER / MEMBER</u> Title of Authorized Signatory	Printed Notary Name: <u>Eugene N. Roth</u>
<u>PARISH GENERATORS PHASE II</u> Project Name/Number	Notary/Bar Roll Number: <u>Notary #008409</u>
<u>BIG BELLE TERRE, CAPT BOURGEOIS, NED DUNE</u> Project Name/Number	My Commission is for/expires on: <u>lifetime</u> <u>commission</u>
<u>FEMA - 1792 - DR - LA</u>	



**PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION**

**(LA. R.S. 38:2227)**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, BENTON A. FORET, (Appearer) the owner/authorized representative of

FORET CONTRACTING GROUP, LLC.

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record (R.S. 14:67.20)

(h) Issuing worthless checks (R.S. 14:71)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Contractor's misapplication of payments (R.S. 14:202)

FORET CONTRACTING GROUP, LLC.

Benton A. Foret

Name of Bidder

Signature of Authorized Signatory of Bidder

PARISH GENERATORS PHASE II

316 BELLE TERRE, CAPT BOURGEOIS MED DUNE

MANAGER / MEMBER

Project Name/Number FEMA - 1792-DR-LA

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS 18<sup>th</sup> DAY OF MARCH

20 21

Eugene N. Roth

Notary Signature

Printed Notary Name: Eugene N. Roth

Notary/Bar Roll Number: Notary #008409

My Commission is For/Expires: lifetime commission



## BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Foret Contracting Group, LLC as Principal, and The Hanover Insurance Company, as Surety, are hereby held and firmly bound into St. John the Baptist Parish Council, as owner in the penal sum of Five Percent (5%) of the Amount Bid for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this 18th day of March, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to St. John the Baptist Parish Council, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Bid 2021.01 Parish Generators - Phase II (Big Belle Terre, Capt. Bourgeois, Ned Duhe) - FEMA-1792-DR-LA.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed these presents to be signed by their proper officers, the day and year first set forth herein above.

Principal: Foret Contracting Group, LLC  
Bentley A. Foret (L.S.)

Surety: The Hanover Insurance Company

SEAL

By: Kathleen B. Scarborough  
Kathleen B. Scarborough, Attorney-in-Fact

Louisiana Resident Countersigning Agent:

Charles E. Reagin, III  
BXS Insurance  
P.O. Box 3809, Baton Rouge, LA 70809



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, RYAN B. FORET, certify that I am the Secretary of the Corporation named as Principal in the within bond; that BENTON A FORET, who signed the said bond on behalf of the Principal was then MANAGED/MEMBER of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: Ryan B. Foret  
Title: MARCH 18th 2021

(Corporate Seal)



**CERTIFICATE AS TO SURETY**

I, Kathleen B. Scarborough, certify that I am the Attorney-in-Fact (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: Kathleen B. Scarborough  
Title: Kathleen B. Scarborough, Attorney-in-Fact

Power of Attorney for person signing for surety company must be attached to bond.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen B. Scarborough, Dewey B. Mason, Jim E. Brashier, Susan Skrmetta, Lisa Butler, Patrick Mason, James E. Brashier, Debbie Dunaway, Lessie R. Anderson and/or Troy P. Wagener

Of BXS Insurance of Biloxi, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

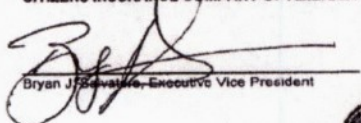
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

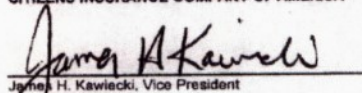
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>th</sup> day of January, 2021.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Schwartz, Executive Vice President



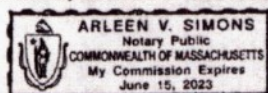
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

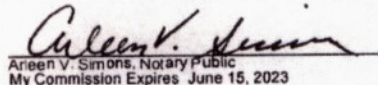
  
James H. Kawlecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 29<sup>th</sup> day of January, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



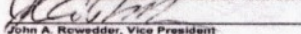
  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18th day of March 2021.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
John A. Rowedder, Vice President



STATE OF LOUISIANA  
PARISH OF LAFOURCHE

AMENDMENT TO THE  
ARTICLES OF ORGANIZATION OF  
FORET LAND AND TREE COMPANY, LLC  
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on the 21<sup>st</sup> day of July, 2011, before me, a Notary Public duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**BENTON FORET** (SSN: \_\_\_-\_\_-8109), who is of the full age of majority, who is domiciled in Lafourche Parish, whose address is 1048 Canal Boulevard, Thibodaux, Louisiana 70301, AND

**RYAN FORET** (SSN: \_\_\_-\_\_-2587), who is of the full age of majority, who is domiciled in Lafourche Parish, whose address is 1048 Canal Boulevard, Thibodaux, Louisiana 70301;

who after being duly sworn, did depose and say:

1. The Articles of Organization were filed and recorded with the Secretary of State on March 19, 2003.
2. Appearers are executing this Amendment to formally change the name of the limited liability company from Foret Land and Tree Company, L L C to **Foret Contracting Group, LLC**.
3. Appearers swear that Appearers are the only members of this limited liability company.
4. THEREFORE, Article I of the Articles of Organization is hereby amended to read:  
The name of this Limited Liability Company is: **Foret Contracting Group, LLC**.



5. The remaining Articles shall remain the same.

THUS DONE AND SIGNED on the day and date set forth above at the City of Thibodaux,  
Parish of Lafourche, State of Louisiana, the parties hereto having affixed their signatures, together  
with me, Notary, after due reading of the whole.

WITNESSES:

FORET LAND AND TREE COMPANY,  
L L C , now FORET CONTRACTING  
GROUP, LLC

Bryette M. Ledet  
Bryette M. Ledet

Benton A. Foret  
By: Benton Foret, its Member

Wendy Freeman  
Wendy Freeman

Ryan Foret  
By: Ryan Foret, its Member

Cassie R. Braud  
WOODY FALGOUST, NOTARY PUBLIC (#23726)  
CASSIE R. BRAUD, NOTARY PUBLIC (#85099)





(NOT REQUIRED TO BE SUBMITTED WITH BID)

**CERTIFICATION OF SELECTED BIDDER/CONTRACTOR**  
**REGARDING SECTION 3 AND SEGREGATED FACILITIES**

FORET CONTRACTING GROUP, L.L.C.

Name of Bidder/Contractor

BID 2021.01

PARISH GENERATORS - PHASE II FEMA - 1792-DR-LA

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid award proceedings (if bid exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid award proceedings (if exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

BENTON A. FORET, MANAGER / MEMBER

Name & Title of Signer (Print or Type)

Benton A. Foret

Signature

MARCH 23<sup>rd</sup> 2021

Date



**SECTION 3 PLAN CERTIFICATION OF SELECTED  
BIDDER/CONTRACTOR**

FORET CONTRACTING GROUP, L.L.C.

Name of Prime Contractor

PARISH GENERATORS - PHASE II FEMA - 1792 - DR - LA

Project Name and Number

The undersigned hereby certifies that:

- A. The positions listed under part B that have been filled by FORET CONTRACTING GROUP L.L.C. since  
Name of Prime Contractor

being notified of contract selection on April 6 2021 were not filled to circumvent the  
Date

contractor's obligations to provide employment opportunities; including training positions, for  
Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of  
1968 and the implementing regulations, 24 CFR Part 135.

- B. Employment Positions filled since APRIL 6 2021  
Date of Selection

<u>N/A</u>		

- C. No employment positions have been filled since APRIL 6 2021  
Date of Selection

BENTON A. FORET MANAGER / MEMBER  
Name & Title of Signer (Print or Type)

Bent A. Foret  
Signature

APRIL 6 2021  
Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135.135.38(e)).



SELECTED BIDDER/CONTRACTOR SECTION 3 PLAN FORMAT

(If either contract  
exceeds \$100,000)

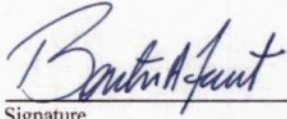
FORET CONTRACTING GROUP, L.L.C. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.  
\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.



**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

As officers and representatives of FORET CONTRACTING GROUP, LLC, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



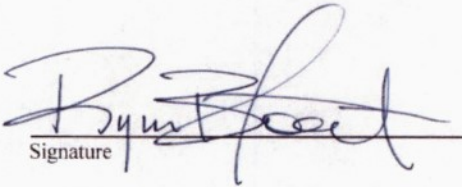
Signature

MANAGER / MEMBER

Title

APRIL 6 2021

Date



Signature

MANAGER / MEMBER

Title

APRIL 6 2021

Date



(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING April 6, 2021 through Dec 31, 2021

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSIONAL)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESS*
ELECTRICAL	1	\$261,320.00	0	0
PILES	1	\$43,200.00	0	0

\* The Project Area is coextensive with the Parish of St. John boundaries.

FORET CONTRACTING GROUP, L.L.C.  
Company

PARISH GENERATORS PHASE II FEWA-1792-DR-LA  
Project Name Project Number

Bartolucci  
(Signature)

APRIL 6 2021  
Date



**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISOR	2	2	0	0
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGT				
OFFICE CLERICAL	3	3	0	0
SERVICE WORKERS				
OTHERS				
TRADE: CARPENTER				
JOURNEYMEN	1	1	0	0
HELPERS	2	2	0	0
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TOTAL	8	8	0	0

\*Lower Income Project Area residents - Individuals residing within the Parish of St. John whose family income does not exceed 80% of the median income in the State.

FORET CONTRACTING GROUP, LLC.

Company



**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING**  
**SECTION 3 AND SEGREGATED FACILITIES**

RODRIGUE'S ELECTRICAL SERVICE, LLC

Name of Subcontractor

ST. JOHN THE BAPTIST PARISH  
PARISH GENERATORS - PHASE II

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

RICHARD J. ROTH, PRESIDENT

Name & Title of Signer (Print or Type)

  
Signature

APRIL 7, 2021

Date



(NOT REQUIRED TO BE SUBMITTED WITH BID)

RODRIGUE'S ELECTRICAL SERVICE, LLC

Name of Subcontractor

ST. JOHN THE BAPTIST PARISH

PARISH GENERATORS - PHASE II

Project Name and Number

The undersigned hereby certifies that:

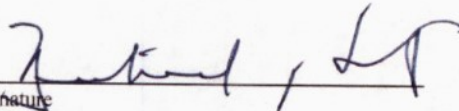
- A. The positions listed under part B that have been filled by \_\_\_\_\_ since  
(Name of SubContractor)  
being notified of contract selection on \_\_\_\_\_ were not filled to circumvent the  
(Date)  
contractor's obligations to provide employment opportunities; including training positions, for  
Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of  
1968 and the implementing regulations, 24 CFR Part 135.
- B. Employment Positions filled since \_\_\_\_\_  
Date of Selection

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. No employment positions have been filled since 09/30/2020  
Date of Selection

RICHARD J. ROTH, PRESIDENT

Name & Title of Signer (Print or Type)



Signature

APRIL 7, 2021

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135.135.38(e)).



**SELECTED SUBCONTRACTOR SECTION 3 PLAN FORMAT**

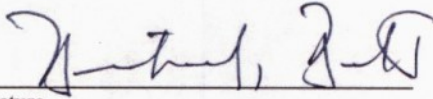
(If either contract  
exceeds \$100,000)

**RODRIGUE'S ELECTRICAL SERVICE, LLC** agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.  
\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.



As officers and representatives of RODRIGUE'S ELECTRICAL SERVICE, LLC, we  
the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full  
implementation of this program.

  
Signature

RICHARD J. ROTH, PRESIDENT  
Title

APRIL 7, 2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

**TABLE A**

**PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING 4/1, 2021 through \_\_\_\_\_, 20\_\_\_\_

(Duration of the CDBG-Assisted Project)

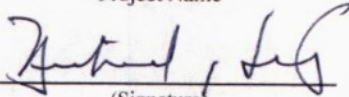
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSIONAL)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESS*
ELECTRICAL	1	\$261,320.00		

\* The Project Area is coextensive with the Parish of St. John boundaries.

RODRIGUE'S ELECTRICAL SERVICE, LLC  
Company

ST. JOHN THE BAPTIST PARISH  
PARISH GENERATOR - PHASE II

Project Name

  
(Signature)

Project Number

APRIL 7, 2021

Date



**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>JOB CATEGORY</b>	<b>TOTAL ESTIMATED POSITIONS</b>	<b>NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES</b>	<b>NO. POSITIONS NOT CURRENTLY OCCUPIED</b>	<b>NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*</b>
OFFICERS/SUPERVISOR	1	1		
PROFESSIONALS				
TECHNICIANS				
HOUSING				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
<b>TRADE: ELECTRICAL</b>				
JOURNEYMEN	1	1		
HELPERS	1	1		
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TOTAL</b>	<b>3</b>	<b>3</b>		

\*Lower Income Project Area residents - Individuals residing within the Parish of St. John whose family income does not exceed 80% of the median income in the State.

RODRIGUE'S ELECTRICAL SERVICE, LLC

Company



(NOT REQUIRED TO BE SUBMITTED WITH BID)

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING**  
**SECTION 3 AND SEGREGATED FACILITIES**

Gulf South Piling & Construction, Inc.

Name of Subcontractor

Parish Generators - PHII; Project No. FEMA-1792-DR-LA

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid exceeds \$100,000).
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Janssen L. Casey; President

Name & Title of Signer (Print or Type)

  
Signature

April 8, 2021

Date



**(NOT REQUIRED TO BE SUBMITTED WITH BID)**

Gulf South Piling & Construction, Inc.

---

Name of Subcontractor

Parish Generators - PHII; Project No. FEMA-1792-DR-LA  
Project Name and Number

The undersigned hereby certifies that:

- A. The positions listed under part B that have been filled by Gulf South Piling & Const.Inc. since  
(Name of SubContractor)  
being notified of contract selection on 4/7/21 were not filled to circumvent the  
(Date)  
contractor's obligations to provide employment opportunities; including training positions, for  
Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of  
1968 and the implementing regulations, 24 CFR Part 135.
- B. Employment Positions filled since 4/7/21  
Date of Selection

[illegible]

- C. No employment positions have been filled since 4/8/21  
Date of Selection

Janssen L. Casey; President

Signature \_\_\_\_\_  
Date April 8, 2021 \_\_\_\_\_

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135.135.38(e)).

**SELECTED SUBCONTRACTOR SECTION 3 PLAN FORMAT**

(If either contract  
exceeds \$100,000)

Gulf South Piling & Construction, Inc.

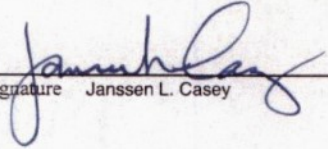
\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.  
\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.



(NOT REQUIRED TO BE SUBMITTED WITH BID)

As officers and representatives of Gulf South Piling & Construction, Inc., we  
the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full  
implementation of this program.

  
Signature Janssen L. Casey

President  
Title

April 8, 2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING April, 20 21 through June, 20 21

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSIONAL)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESS*
Material Supplier	1	\$11,100.00	0	0

\* The Project Area is coextensive with the Parish of St. John boundaries.

Gulf South Piling & Construction, Inc.

Company

Parish Generator PHII

Project Name

FEMA-1792-DR-LA

Project Number

Janssen L. Casey (Signature)

April 8, 2021

Date



(NOT REQUIRED TO BE SUBMITTED WITH BID)

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISOR	1	1	0	0
PROFESSIONALS				
TECHNICIANS				
HOUSING				
OFFICE CLERICAL	1	1	0	0
SERVICE WORKERS				
OTHERS	1	1	0	0
<b>TRADE:</b>				
JOURNEYMEN	4	4	0	0
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TRADE:</b>				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
<b>TOTAL</b>	<b>7</b>	<b>7</b>	<b>0</b>	<b>0</b>

\*Lower Income Project Area residents - Individuals residing within the Parish of St. John whose family income does not exceed 80% of the median income in the State.

Gulf South Piling & Construction, Inc.

\_\_\_\_\_  
Company

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals under the Provisions of 24 CFR 24:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

BENTON A. FORET MANAGER/ MEMBER

Typed Name and Title of Authorized Representative

Benton A. Foret

Signature of Authorized Representative

4-6-2021

Date

☐ I am unable to certify to the above statement. My explanation is attached.



**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND  
CERTIFICATION**

For all contracts, the Contractor must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

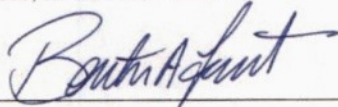
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_



COMPANY NAME: FORET CONTRACTING GROUP, L.L.C.

DATE: APRIL 6 2021





FORECON-01

JGUILLLOT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paul's Insurance Services, LLC 321 Bayou Gardens Blvd. Houma, LA 70364	CONTACT NAME Jessica Guillot	
	PHONE (A/C, No, Ext): (985) 868-0715 4259 FAX (A/C, No): (985) 851-7447	
	E-MAIL ADDRESS: jguillot@paulsagency.com	
INSURED Foret Contracting Group, LLC dba Foret Land & Tree P.O. Box 70 Thibodaux, LA 70302	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Houston Specialty Insurance Company	12936
	INSURER B: Scottsdale Insurance Company	41297
	INSURER C: Silver Oak Casualty, Inc.	26869
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			HSLR18-00670-09	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HSLR18-00670-09	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XLS0113879	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SVWCLA2901782020	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			HSLR18-00670-09	6/1/2020	6/1/2021	Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Parish Generators - Phase II Big Belle Terre, Capt. Bourgeois, Ned Duhe

## General Liability:

- Certificate Holder is named as an Additional Insured and provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.  
- Contractual Liability as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

St. John the Baptist Parish 1811 W. Airline Hwy La Place, LA 70068	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jaime G. Clement</i>

ACORD 25 (2016/03)

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Paul's Insurance Services, LLC		NAMED INSURED Foret Contracting Group, LLC dba Foret Land & Tree P.O. Box 70 Thibodaux, LA 70302	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
conditions and exclusions.

- General Liability insurance is primary and all others are non contributory.

## Auto Liability:

- Certificate Holder is named as an Additional Insured and provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.
- Includes Primary Endorsement.
- Equipment Floater also includes Rented and Leased Equipment for a Limit of \$100,000.

## Umbrella Liability:

- Certificate Holder is named as an Additional Insured and provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.

## Underlying Schedule:

\$1,000,000 General Liability  
\$1,000,000 Commercial Auto Liability  
\$1,000,000 Employers Liability

## The Workers Compensation Policy:

- Certificate Holder is provided Waiver of Subrogation as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.
- Blanket Alternate Employer as required by written contract.

ST. JOHN THE BAPTIST PARISH COUNCIL  
STATE OF LOUISIANA

RESOLUTION  
R21-49

Mr. Wright proposed and Mrs. Houston seconded the following resolution:

ST. JOHN THE BAPTIST PARISH HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO  
AWARD THE BID FOR THE PARISH GENERATOR PROJECT-PHASE II  
TO FORET CONTRACTING GROUP, LLC**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Foret Contracting Group, LLC of Thibodaux, LA submitted the lowest responsive and responsible bid in the amount of \$414,215.33; and

**WHEREAS**, this project is for the installation of three (3) permanent generators and automatic transfer switches for the Big Belle Terre, Capt. Bourgeois and Ned Duhe pump stations; and

**WHEREAS**, this project will be funded through the Hazard Mitigation Grant Program and the 2010 Sewer Construction Bond Issue.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that St. John the Baptist Parish is hereby authorized to award the bid for the Parish Generator Project-Phase II to Foret Contracting Group, LLC.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None

ABSTAIN: None

ABSENT: None

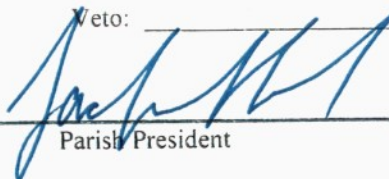
And, the resolution was declared adopted on this, the 13<sup>th</sup> day of April 2021.

  
\_\_\_\_\_  
Council Chairman

  
\_\_\_\_\_  
Secretary

Approved:           X          

Veto: \_\_\_\_\_

  
\_\_\_\_\_  
Parish President

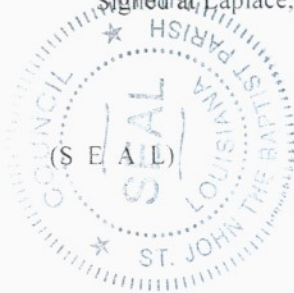


\* \* \* \* \*

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 13<sup>th</sup> day of April 2021.

Signed at Laplace, Louisiana this 13 day of April 2021.



*Jackie Landeche*  
Jackie Landeche  
Secretary